Under the American constitutional system, the exclusive power to make ordinary police regulations rests in the individual states. *United States* v. *Dewitt*, 9 Wall. (U. S.) 41; *Barbier* v. *Connolly*, 113 U. S. 27. The licensing of operators of motor vehicles using its highways is a proper exercise of police power by a state. *Hendrick* v. *Maryland*, 235 U. S. 610; *Ruggles* v. *State*, 120 Md. 553, 87 Atl. 1080. On the other hand the Constitution expressly gives Congress the power "to establish Post Offices and Post roads." CONSTITUTION, Art. I, § 8. And Congress has authorized the Postmaster to provide for the carrying of mail over state roads and highways. U. S. REV. STAT., § 3965; 1918 COMP. STAT., § 7458. Hence the principal case presents the problem of a conflict between state and federal authority. It has long been settled that a state cannot tax the instrumentalities of the federal government. *McCulloch* v. *Maryland*, 4 Wheat. (U. S.) 316. On the same principle it seems clear that a state cannot enforce against federal agencies a police regulation which in any degree impedes or clogs the functioning of the federal government. *Ohio* v. *Thomas*, 173 U. S. 276; *State* v. *Burton*, 41 R. I. 303, 103 Atl. 962. The majority of the court properly decided that the Maryland statute did impede the federal government. *Cf. Commonwealth* v. *Closson*, 229 Mass. 329, 118 N. E. 653.

COVENANTS OF TITLE — COVENANT OF WARRANTY — EFFECT IN PREVENTING DESTRUCTION OF CONTINGENT REMAINDER BY MERGER. — A, by deed containing a covenant of warranty, created a life estate in B, contingent remainder in fee in B's descendants who should survive him, reversion in fee in A. X purchased B's estate. Y purchased A's estate and conveyed it to X with intent to destroy the contingent remainder. X conveyed an undivided one-fifth interest to Z. In a suit for partition between X and Z, the children of B, who is still living, intervene, and claim that the contingent remainder was not destroyed. *Held*, that the remainder was not destroyed. *Biwer* v. *Martin*, 128 N. E. 518 (Ill.).

For a discussion of the principles involved in this case see NOTES, p. 431, *supra*.

DAMAGES — MEASURE OF DAMAGES — FOREIGN CURRENCY — DATE AT WHICH RATE OF EXCHANGE SHOULD BE APPLIED. — A contract was made for the purchase of English goods, delivery and payment to be made in Italy. At the date of the breach the rate of exchange was 31 lire to the pound. Judgment was rendered a year later, by which time the rate was 62 lire to the pound. *Held*, that damages will be computed at the rate of exchange prevailing at the time of the breach. *Di Ferdinando* v. *Simon, Smits & Co.*, [1920] 3 K. B. 409.

For the discussion of the principles involved in this case see NOTES, p. 422, *supra*.

DIVORCE — DEFENSES — POSSIBILITY OF CONDONATION OF DESERTION. — In October 1917, the plaintiff's husband deserted her. Later he returned and sought to resume the marital relation but she refused to do so until he proved his good intentions by behaving properly for three months, during which period she allowed him to live in her house. After a short time, the husband seriously misconducted himself, and the wife drove him from her house. He was subsequently guilty of adultery; and in November 1919, the wife sued for a divorce under a statute which required adultery and desertion for two years as a ground for divorce. (20–21 VICTORIA, c. 85, § 27.) *Held*, that the marriage be dissolved. *Moran* v. *Moran*, 52 D. L. R. 339.

The court departs from authority in allowing the desertion to relate back to 1917, but the result is desirable. Since divorce for desertion is allowed only after desertion has continued for the statutory period, courts say it is improper

to speak of condonation until the cause of action has accrued, as before that a return merely terminates the act. *Luper* v. *Luper*, 61 Ore. 418, 96 Pac. 1099; *La Flamme* v. *La Flamme*, 210 Mass. 156, 96 N. E. 62. Thus courts have refused to join two periods of desertion. *Burk* v. *Burk*, 21 W. Va. 445; *Ogilvie* v. *Ogilvie*, 37 Ore. 171, 61 Pac. 627. But this overlooks the fact that any absence with intent to desert constitutes a marital offense. Moreover, even if termination is the preferable nomenclature in such cases, the termination should be conditional and a breach of the condition should revive the former desertion. In ordinary marital offenses condonation is conditional on future good conduct, and breach of condition revives the former offense. *Sharp* v. *Sharp*, 116 Ill. 509; *Johnson* v. *Johnson*, 4 Paige, 460, 470. To reach a just result with the law as it is generally stated many exceptions have been made. See *Lindsay* v. *Lindsay*, 226 Ill. 309, 80 N. E. 876. It seems preferable to have a plain rule that the termination may be conditional rather than to multiply exceptions to the rule that only the complete offense can be condoned.

INFANTS — CONTRACTS AND CONVEYANCES — RIGHT TO AVOID CONTRACT WITHOUT RETURNING CONSIDERATION. — An infant purchased goods, not necessaries, from an adult and paid part of the purchase price. Having disposed of the goods, he sues to recover the cash paid. *Held*, that the infant recover. *Carpenter* v. *McGuckian*, 110 Atl. 402 (R. I.).

Upon disaffirming a contract an infant must give up any of the consideration that he has in specie, for the rescission of the contract destroys his right to that property. *MacGreal* v. *Taylor*, 167 U. S. 688; *Gannon* v. *Manning*, 42 App. D. C. 206. When under a fair contract he has received benefits which cannot be returned, some cases deny him a recovery of the consideration given. *Johnson* v. *Northwestern etc. Insurance Co.*, 56 Minn. 365, 57 N. W. 934, 59 N. W. 992; *Rice* v. *Butler*, 160 N. Y. 578, 55 N. E. 275. But the weight of authority, especially in modern cases, is that the infant may disaffirm and recover back the consideration given though he cannot return the consideration received. *Gonackey* v. *General etc. Corporation*, 6 Ga. App. 381, 65 S. E. 53; *Blake* v. *Harding*, 180 Pac. (Utah) 172; *Bombardier* v. *Goodrich*, 110 Atl. (Vt.) 11. This principle was correctly applied in this case. It follows necessarily from the policy of the law in protecting infants, where the infant has wasted or squandered the consideration. But where he has exchanged it for other property which he now holds, the other party should be allowed to follow his consideration into this other property. *MacGreal* v. *Taylor*, *supra*. The infant must not be allowed to use his shield as a sword. At the same time it must be remembered that a man may injure himself by running against a shield.

INSURANCE — DEFENSES OF INSURER — SUICIDE OF INSURED. — By the policy in the first case the insurer was not liable if the insured committed suicide within two years after date of issue. The second policy was incontestable after one year. More than two years after issuance of the first and more than one year after issuance of the second policy, the insured committed suicide. *Held*, that the companies are liable on both policies. *Northwestern Mutual Life Insurance Co.* v. *Johnson*, U. S. Sup. Ct., No. 70, October Term, 1920. *National Life Insurance Co.* v. *Miller, Adm.*, U. S. Sup. Ct., No. 71, October Term, 1920.

There has been a marked conflict of authority regarding suicide as a defense to policies not expressly excluding its risk during their duration. See 9 HARV. L. REV. 360. The *Ritter* case marked highwater in authority permitting the defense of suicide. *Ritter* v. *Mutual Life Insurance Co.*, 169 U. S. 139. At the same time, an incontestable clause in the policy commonly precluded the defense of suicide. *Supreme Court of Honor* v. *Updegraff*, 68 Kan. 474, 75 Pac. 477; *Mutual Life Insurance Co.* v. *Lovejoy*, 201 Ala. 337, 78 So. 299. A like